

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202105560*

*Wandle Housing Association Limited*

*30 June 2022*

## **Our approach**

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman, and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

## **The complaint**

1. The complaint is about:
  - a. The landlord's response to the resident's request for a fire safety check of her doors in her property and her concerns that the doors in her property were not fire-rated.
  - b. The landlord's complaint handling.

## **Background and summary of events**

2. The resident occupied a two-bedroom flat on the second floor of a three-storey block, pursuant to a deed of assignment (mutual exchange) dated 16 January 2020. She had recorded vulnerabilities including autism, Asperger's Syndrome and she also suffered from Chronic Fatigue Syndrome.

### *Legal and policy framework*

3. The landlord did not provide the terms and condition of the tenancy to this service. According to a note attached to the deed of assignment, the landlord would not undertake any additional works apart from those stated in the note or repairs that were normally the landlord's responsibility. The works included doors, fire doors or otherwise.
4. Under the landlord's repairs policy, it was responsible for the doors and the resident was responsible for repairs to internal doors and associated locks, hinges, and handles.
5. Under its fire safety policy, the landlord informed the resident that its local fire service provided a free home safety check. Fire doors formed a barrier between

compartments of a building slowing down the time in which fire, heat, and toxic gases could consume a building and giving valuable time to the residents and the emergency services in a fire emergency. It provided a “5 step fire door check” to assist the resident in understanding what role a fire door played in keeping the resident safe and how to identify any damage that may occur to them in order to report these for the landlord for repair. The check included the door labels, any gaps, and seals.

6. Landlords were and are responsible under the Regulatory Reform (Fire Safety) Order 2005 for ensuring the safety of their tenants and making sure that their properties are fire safe. Landlords were also required to carry out periodical risk assessments in the common areas and ensure they comply with fire safety standards. Landlords and freehold owners of residential buildings have a legal duty to ensure that a fire risk assessment is carried out to identify and remove any fire risks and hazards or to reduce these as far as possible.
7. Under Article 17 of the 2005 order, there needs to be a suitable regime to maintain fire safety equipment. This includes fire doors.
8. The complaints policy consisted of a two-stage process. Stage one involved an internal investigation to establish what has gone wrong and what needed to be done put things right. The resident could request an escalation to stage two.

### *Chronology*

9. On 23 January 2020, the resident wrote to the landlord requesting confirmation that the doors in her property were all fire doors. There followed a gap in the evidence. There was no evidence that the landlord ever responded.
10. On 7 November 2020, the resident wrote to the landlord referring to her request that had been made nine months previously, that the landlord check the fire safety of her doors. There had been four attendances since but no conclusion was reached. She was concerned that the front door did not have a fire strip, nor did it fit the door frame properly. It was unable to confirm the other doors were fire doors or were intended to be. She lived on a “high storey”. She felt this was a fire safety issue.
11. The landlord replied on 16 November 2020. It confirmed that the landlord was “generally” responsible for front, back and kitchen doors. The other internal doors were the resident’s responsibility, in accordance with the tenancy agreement. It was awaiting feedback from an operative following an attendance on 16 October 2020.
12. The resident chased an update on 19 November 2020 and again on 23 November 2020. She was unable to locate references to doors in her tenancy

agreement or the tenancy handbook. She was unable to access the relevant page on the landlord's website.

13. The landlord raised a job on 20 November 2020 to check the doors of the property including the internal doors which the resident reported did not shut properly.
14. On 1 December 2020, the resident made a complaint that she had asked the landlord to check the fire safety of her doors when she moved in, 9 months previously. She repeated her concerns that she had raised in her email of 7 November 2020.
15. The landlord responded with its first stage response as follows:
  - a. It defined the issues raised and resolution sought as "to have the doors in property assessed for fire safety".
  - b. It had not been able to "hear more about her experience" as she had requested communication by email only.
  - c. It had investigated her complaint and concluded that in accordance with its "repair service standard", tenants in general needs accommodation were responsible for their own repairs to internal doors.
  - d. It had confirmed that her property was fully compliant with current fire regulation standards and, if that was not the case, it invited the resident to provide further details.
  - e. It assured her that it was "listening".
16. On 4 January 2021, the resident requested a final response to her complaint for the following reasons:
  - a. Despite her and her personal assistant sending a number of emails dating back as far as January 2020 and the attendances by operatives, it was still not established whether the doors in her property were fire-safe. The front door was missing a fire strip and had a large gap around the inside.
  - b. She wanted to know whether the landlord was responsible for repairing doors in the property which were faulty as they did not close properly.
17. The landlord wrote to the resident on 15 January 2021 as follows:
  - a. It apologised for the delay in acknowledging her email of 4 January 2021.
  - b. It requested to know where she sent her initial email to.
  - c. It escalated her complaint to Stage 2 of its complaints process.

18. On 1 February 2021, the landlord wrote enquiring what doors she was referring to and it would then resolve her complaint. It stated that only the front door and kitchen door were required to be fire doors.
19. On 1 February 2021 the resident wrote that the issues had been documented and that there was no kitchen door, nor had there been since she moved in.
20. On 2 February 2021, the landlord offered to send its contractors to complete a window and door survey and invited the resident to provide details of any defects. The resident's personal assistant (PA) replied on the same day noting there had been seven attendances already. A date was being arranged for completion of the works which were incomplete. The resident was awaiting a final written response.
21. The landlord replied on the following day
  - a. It would be responding to the complaint in accordance with its policy.
  - b. It understood the resident's frustration given there had been previous attendances. It explained that it was requesting information as part of its investigation and to comply with its policy to carry out an investigation in a fair and impartial manner. The policy required that the resident communicated with the landlord throughout the process. It considered its request reasonable. In the absence of that, it believed that arranging for an inspection of the windows and doors was the most appropriate compromise for the situation at hand.
  - c. It promised that the survey would ensure that all necessary aspects of the fire safety concern she had raised would be reviewed for the property as a whole, rather than individual reports from individual repairs. Once the survey report was received, it would arrange any required repairs and maintenance works.
22. The resident wrote on the same day to say the landlord had been provided with sufficient "resources" to draw from as well as an overall summary describing the issues with the property. She felt that the complaint officer did not have an understanding of the situation, so she agreed to another survey. She wanted to film it in order to prevent any further repair visits and/or email correspondence,
23. The landlord replied with its second stage response to the resident's complaint on 9 February 2021 as follows:
  - a. It defined the complaint as concerns with doors in her home not being fire rated.
  - b. It stated that the resident was responsible for the internal door and associated locks, hinges, and handles unless otherwise agreed.
  - c. It stated that the property was fully compliant with current fire regulations.

- d. It invited her to provide further details if she thought otherwise.
- e. The property was on the “external envelope” programme and its senior surveyor would attend to inspect the fire doors.
- f. It did not permit filming of operatives as it constituted a breach of data protection.
- g. It asked for a date in order to arrange a door survey.

24. The resident’s PA replied on 10 February 2021:

- a. The landlord’s surveyor had attended “unannounced” to take pictures of the property and was to survey the window and fire doors. He reported that the resident was unhappy that the landlord had telephoned her on 10 November 2020 even though she had expressed a preference for email communication. The landlord had said that “it did not do doors”. He summarised the complaint that the resident had requested a door inspection in January 2020. No action was taken so the complaint was escalated to Stage two. A resolution should either involve repairs or replacement.
- b. The PA asked for clarification of the purpose of the surveyor’s visits and whether it was in response to the complaint regarding the doors. He wanted to agree the purpose of the visits and whether it was in relation to the doors, windows and /or kitchen cabinets. The tenancy agreement stated that the landlord was responsible for all the doors. If that was not the case, there was no purpose to the visits. The resident wanted a record of the visits and suggested a photograph of its notes.

25. The landlord’s surveyor undertook a survey on 1 March 2021 and recorded as follows:

- a. The front door required a new fire door.
- b. The kitchen door had been removed. The resident did not want it reinstated, due to the small size of the kitchen. That was agreed to on the basis it changed the lounge door to a timber internal fire-rated door, which job it recommended.
- c. A number of repair issues to the other doors, unrelated to fire safety including adjusting the latches and replacing timber beads on a bedroom door.

26. The landlord undertook a fire risk assessment of the resident’s block on 10 March 2021 but not the individual flats. While it raised some issues in the communal areas, the flat entrance doors were assessed as adequate. The report stated that the flat front doors “would appear” to be adequately fire-rated.

27. There followed some correspondence regarding the replacement of the lounge door and the other repairs. There was some confusion and a dispute about

whether the works had been carried out. According to the resident, the contractor did not replace the lounge door but fitted some bushings to the door, stating it was already a fire door and therefore did not need replacing. However, the contractor had also contacted the resident and informed her that the new door was ready for installing. She found the constant communication was difficult due to her disability. It was causing her a lot of stress. She asked it to review the correspondence.

28. The resident informed this service that the second stage response did not fully address her complaint and that the landlord declined to respond further.

29. According to the resident's email of 29 June 2021, the replacement of the front door was still outstanding.

### **Assessment and findings**

#### *The scope of this investigation.*

30. The resident wished to add the delays to the works to the doors to her complaint. As the works occurred after the completion of the landlord's internal complaints process, the Ombudsman is unable to investigate the events after the conclusion resident's complaint. This is because the landlord has not had the opportunity to respond to this complaint.

#### *The landlord's response to the resident's request for a fire safety check of her doors in her property and her concerns that the doors in her property were not fire-rated.*

31. The evidence showed that the landlord responded to the resident's request for an inspection of the doors but did not provide a satisfactory response or clarity. The landlord's response on 16 November 2020 was unsatisfactory. It treated the resident's enquiry as a repair, when she was asking about fire safety. Moreover, the resident reported a gap in the front door which was the very aspect the landlord's policy required the resident to report on. Particularly given the landlord's emphasis on the importance of fire doors in its policy, it should have offered to inspect the fire door.

32. Moreover, the landlord should have been aware that the kitchen door, which was supposed to be a fire door, was missing. It would be expected that the landlord would have undertaken an inspection of the property at the time of the mutual exchange applications, as standard good practice, if not part of its mutual exchange procedures. That alone should have put the landlord on notice that the property potentially did not comply with fire safety standards. Not only was the landlord potentially remiss in relation to its duties in relation to fire safety but the resident was put to the trouble, inconvenience, and stress of pursuing the issue. The resident made it clear that communication was an additional stress for her. While the resident did not inhabit a high-risk building, being three storeys high,

the Ombudsman would expect the landlord to ensure that it either reassured the residents, particularly in light of the Grenfell tragedy, by providing a clear explanation of its decisions or took steps to carry out fire safety checks. Moreover, the evidence showed that the front door and lounge door required replacing.

33. The landlord did not reply to the resident's question about fire doors until 1 February 2021 which the resident found frustrating and concerning. It was reasonable of the landlord, if very delayed, to offer a window and door survey. It was also reasonable to confirm the survey included a focus on the fire safety aspects. It also reasonably explained the necessity for a survey, despite the previous attendances. It was also reasonable of the landlord to accommodate the resident's request that the kitchen door not be replaced, and the lounge door be replaced with a fire door instead.
34. While the resident did not raise the door repairs in her original complaint, the landlord addressed this aspect with its explanation that they were the resident's responsibility not the landlord's responsibility. Nevertheless, the landlord agreed to carry out the repairs to the internal doors.
35. While it was after the conclusion of the landlord's complaint procedures, the Ombudsman has noted that the lounge door had not been replaced as of 29 June 2021. In addition, the evidence is not clear whether the front door was replaced or that the landlord provided a reasonable explanation why not. If the landlord changed its decision to replace it, the Ombudsman would expect the landlord to satisfy itself that the front doors was adequate, or to have it replaced. The same applies to the lounge door.
36. While the landlord rectified the matter by arranging a door survey in March 2021, there was maladministration in relation to the landlord's response to the resident's request for a fire check.

*The landlord's complaint handling.*

37. While the landlord responded to the resident within its policy timescales, the response itself was not satisfactory:
  - a. It considered it was unable to gather information because the resident required written communication. There was no evidence that it wrote to the resident requesting further details. The resident was entitled to insist on written communication, in particular given her disability and the landlord should have taken special care not to treat that as an obstacle.
  - b. The first response appeared to misunderstand that the complaint was not in relation to responsive repairs but in relation to fire safety. The response that it did give was not correct. The evidence showed that the flat was not fully

compliant with fire safety at the time, given the kitchen door had been removed and the front door required replacement.

- c. The resident had provided details in that she had raised there was a gap in the front door. It was for the landlord to have been proactive in response and not rely unduly on the resident to check the safety of the fire doors.

38. There was no evidence that the landlord made any meaningful enquiries before it responded or that it was “listening”.

39. While it was reasonable of the landlord to address the door repairs as requested by the resident, the second response largely consisted of a repetition of the Stage One response which gave the impression that no meaningful review had in fact taken place. It did not explain why it had not offered a fire safety check, or on what basis the doors were considered to be fire safe. The landlord should avoid using jargon such as “external programme”. While its explanation for its request for her side of events was reasonable, it was also for the landlord to review its correspondence and records. Having the resident repeat herself was frustrating and stressful, in particular given her vulnerabilities. While it was reasonable of the landlord not to agree to recording the survey, the landlord should have been proactive, as the resident’s PA partially suggested, namely, to agree and photograph notes. However, the complaint was addressed by offering a survey of the doors, which reasonably included other matters that the resident had raised.

40. Without a meaningful investigation or review, the responses did not demonstrate the dispute resolution principles the Ombudsman would expect to see for putting things right and learning from outcomes.

### **Determination (decision)**

41. In accordance with Paragraph 54 of the Housing Ombudsman Scheme, there was severe maladministration in relation to the landlord’s response to the resident’s request for a fire safety check of her doors in her property and her concerns that the doors in her property were not fire rated.

42. In accordance with Paragraph 54 of the Housing Ombudsman Scheme, there was maladministration in relation to the landlord’s complaint handling.

### **Reasons**

43. While the landlord rectified the matter by arranging a door survey in March 2021, there was a delay in addressing the fire safety issue raised by the resident, a fundamental area of the landlord’s responsibilities. The landlord initially treated the issue the resident raised as a responsive repair rather than a fire safety issue. The inspection at mutual exchange was unsatisfactory as the missing kitchen door should have been picked up at the time. These cumulative failures meant

the fire safety issues in the resident's property went unaddressed for a significant period and gave her the worry and frustration of chasing a response.

44. While a relevant survey was arranged for the resident's property, the complaint process did not indicate a meaningful investigation or review or take into account the resident's particular vulnerabilities. It was perfunctory in tone and approach. The complaints process missed opportunities to raise and address the resident's concerns about fire safety.

## **Orders**

45. The landlord is ordered to pay the resident compensation in the amount of £700 within 28 days as follows:
- a. £400 in relation to its response to her request for a fire safety check of the doors in her property and her concerns that the doors at her property were not fire-rated.
  - b. £300 in relation to the landlord's complaint handling.
46. If it has not done so already, the landlord should ensure that the repairs and works set out in the survey of 1 March 2021 are completed within 28 days, or that it provides to the resident in writing a reasonable explanation for not completing these works within that period, with a fresh reasonable timescale, such letter to be copied to the Ombudsman.
47. The landlord should confirm compliance to the Housing Ombudsman service with the above orders within 28 days of this report.

## **Recommendations**

48. If the resident wishes to raise a new complaint about the time taken to complete works, the landlord should ensure that it considers the complaint under its internal complaints process.
49. The landlord should confirm the resident's preferred means of communications and ensures it updates its systems accordingly.
50. The landlord should ensure that its mutual exchange policies include fire safety checks and considers regular checks of all fire doors and other fire safety features in the relevant property.
51. The landlord should consider whether to amend its fire safety policy so as to provide more detail as to what actions it would take and its responsibilities in order to provide clarity to residents as to what to expect.

52. The landlord should ensure that it investigates and reviews complaints in a meaningful way, avoid jargon, and ensure it communicates with residents while bearing their vulnerabilities in mind.
53. The landlord should ensure all relevant staff are aware of the Complaint Handling Code and consider attendance at training events, such as learning from complaints workshops - <https://www.housing-ombudsman.org.uk/landlords-info/workshops/>.